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Attorneys for Defendant Intuit, Inc.

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

MARGARET TRETOLA, as successor in interest
of Michael J. Tretola, deceased,

Plaintiff,

v.

INTUIT INC., a California corporation, and
DOES 1-10

Defendant.

Case No.

**DEFENDANT INTUIT INC.'S NOTICE
OF REMOVAL**

Pursuant to 28 U.S.C. §§ 1331, 1441 and 1446, Defendant Intuit Inc. ("Intuit") removes the above-referenced action from the Superior Court of California for the County of Santa Clara, to the United States District Court for the Northern District of California. The removal of this action is based on the following:

BACKGROUND

1. On or about September 5, 2014, Plaintiff, Margaret Tretola, as successor in interest

1 of Michael J. Tretola, deceased (“Plaintiff”) commenced an action against Intuit, Inc. by filing a
 2 Complaint in the Superior Court of California for the County of Santa Clara where the matter
 3 was assigned Civil Case No. 1:14-cv-270256 (the “State Action”).

4 2. On September 8, 2014, Plaintiff served the Complaint and Summons upon Intuit.
 5 Pursuant to 28 U.S.C. § 1446(a), a true and correct copy of the Summons and Complaint is
 6 attached hereto as Exhibit A. There have been no other pleadings or filings in the State Action.

7 3. Plaintiff’s Complaint alleges only a claim for breach of contract based on Intuit’s
 8 offer of employment letter for Michael J. Tretola.

9 4. On September 29, 2014, Intuit’s in-house counsel and Plaintiff’s counsel spoke by
 10 phone, and Intuit first became aware that Plaintiff is apparently asserting a claim for death
 11 benefits under Intuit’s ERISA governed group life insurance program.

12 5. As set forth more fully below, ERISA preempts breach of contract claims and this
 13 case is properly removed to this Court pursuant to 28 U.S.C. § 1441 because the Court has
 14 subject matter jurisdiction under 28 U.S.C. § 1331.

15 **FEDERAL QUESTION JURISDICTION**

16 6. Intuit alleges that jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1331,
 17 in that this case arises under the laws of the United States (the Employee Retirement Income
 18 Security Act (“ERISA”), 29 U.S.C. §§ 1001 *et seq.*) and presents a federal question.

19 7. The Plan referred to herein is Intuit’s group life insurance plan.

20 8. Intuit alleges that the Plan at issue in this case is part of an employee welfare
 21 benefit plan established by Plaintiff’s employer for the benefit of its employees and is therefore
 22 governed by ERISA. See 29 U.S.C. § 1002(1). Intuit further alleges that because Plaintiff’s
 23 claim for death benefits under the Plan directly relates to an employee welfare benefit plan
 24 governed by ERISA, this action is one over which this Court has original jurisdiction under the
 25 provisions of 28 U.S.C. § 1331. *See, e.g., Metropolitan Life Ins. Co. v. Taylor*, 481 U.S. 58, 62-
 26 63 (1987); *Fossen v. Blue Cross & Blue Shield of Montana, Inc.*, 660 F.3d 1102, 1107 (9th Cir.
 27 2011). By virtue of the provisions of 28 U.S.C. § 1441(a), this entire matter is one that may be
 28 removed to this Court. *Id.*

1 9. On October 24, 2014, a copy of this Notice of Removal was filed with the Clerk of
2 the Superior Court of California for the County of Santa Clara.

3 WHEREFORE, Intuit prays that the above action pending in the Superior Court of
4 California for the County of Santa Clara be removed from that court to this Court.

5 Dated: October 24, 2014

GREENBERG TRAURIG, LLP

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8 By: /s/ Stephanie D. Ahmad
Stephanie D. Ahmad
Attorneys for Defendant Intuit Inc.
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